

**THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF MISSOURI**

A.A., a minor, by and through)	
her next friend and mother,)	
JODI ANDERSON, and)	
JODI ANDERSON, individually,)	
)	
Plaintiffs,)	
)	
vs.)	Case No: 4:19-cv-966
)	
24 HOUR FITNESS USA, INC.,)	
)	
Defendant.)	

JUDGMENT AND ORDER OF APPROVAL OF MINOR SETTLEMENT

NOW on this 1st day of May, 2020, the Court having heard the evidence and considered all arguments with respect to the settlement of the claims of Jodi Anderson, as next friend and Natural Mother of A. A., finds as follows:

1. Jodi Anderson is the natural mother and Next Friend of minor A.A.
2. A. A., a minor, by and through her natural mother and Next Friend, has made a claim against the Defendant.
3. The Defendant has denied liability or negligence for the claimed injuries and damages.
4. Taking into consideration the circumstances of the occurrence, the nature of said minor's injuries, the disputed liability of this matter and the expenses, and uncertainties of trial, Defendant has offered and Plaintiff has agreed to payments and waiver as reflected in the Confidential Settlement Agreement and Release.

5. The parties expressly waive the right to trial by jury. This cause is submitted to the Court upon the pleadings and evidence.

6. The Court finds that the above described settlement, the terms of which were provided to the Court for in camera review, being offered by Defendant to fully compromise and settle the claims of Jodi Anderson, as Next Friend and Natural Mother of A.A., is a fair, just, and reasonable settlement in light of the facts and circumstances of this case, and the settlement is in the best interest of A.A.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Confidential Settlement Agreement and Release entered into between Jodi Anderson, as Next Friend and Natural Mother of A.A., against Defendant, is fair, just, and reasonable and in the best interest of the minor A.A. and is hereby approved.

2. That Jodi Anderson as natural mother and Next Friend of A.A., a minor, is empowered, ordered, authorized, and directed on behalf of said minor, to execute the Confidential Settlement Agreement and Release and to release Defendant from all liability to A.A.

3. That the fee agreement between Plaintiff and her attorneys and the expenses incurred by her attorneys are fair, just and reasonable and are hereby approved for payment by Plaintiff.

4. Plaintiff assumes full responsibility for the satisfaction and/or compromise of all lawful and valid iens.

5. Defendant shall be and is hereby forever discharged of and from all civil liabilities for the alleged injuries and the claims of Plaintiff, as discussed more fully in the Confidential Settlement Agreement and Release.

6. The matter shall remain confidential.
7. Payment shall be made within 30 days of May 1, 2020.

IT IS SO ORDERED.

s/ Roseann A. Ketchmark
ROSEANN A. KETCHMARK, JUDGE
UNITED STATES DISTRICT COURT

DATED: May 1, 2020